ous instrumentality. *Ingraham* v. *Stockamore,* 63 Misc. 114, 118 N. Y. Supp. 399. But by the great weight of authority the owner is not liable unless the chaffeur at the time was using the car in the course of his employment. *Danforth* v. *Fisher,* 75 N. H. 111, 71 Atl. 535, 139 Am. St. Rep. 670, 21 L. R. A. (N. S.), 93; *Steffen* v. *McNaughton,* 142 Wis. 49, 124 N. W. 1016, 19 Ann. Cas. 1227, 26 L. R. A. (N. S.) 382. If the chaffeur is using the machine on an errand of his own and in entire independence of his master's business, he is not acting in the course of his employment during such departure, and the master is not liable for injuries resulting from his negligence. *Symington* v. *Sipes* (Md.), 88 Atl. 134; *Fleischner* v. *Durgin,* 207 Mass. 435, 93 N. E. 801, 20 Ann. Cas. 1291, 33 L. R. A. (N. S.) 79. A few cases hold that the chaffeur resumes his employment as soon as he begins the return journey from such departure. *Jones* v. *Weigand,* 134 App. Div. 644, 119 N. Y. Supp. 441; *McKiernan* v. *Lehmaier,* 85 Conn. 111, 81 Atl. 969. But the weight of authority is to the contrary. *Patterson* v. *Kates,* 152 Fed. 481; *Colwell* v. *Ætna Bottle and Stopper Co.,* 34 R. I. 531, 82 Atl. 388.

If the master supplies his servant with an automobile for use by him at his discretion about the master's business, the master is not liable for injuries resulting from the servant's negligent use of the automobile outside of business hours and for purposes personal to the servant. *Slater* v. *Advance Thresher Co.,* 97 Minn. 305, 107 N. W. 133, 5 L. R. A. (N. S.) 598.

The plaintiff establishes a *prima facie* case by showing that the machine was owned by defendant and that the driver was defendant's chaffeur. *Long* v. *Nute,* 123 Mo. App. 204, 100 S. W. 511; *Moon* v. *Mathews,* 227 Pa. 488, 76 Atl. 219.

On the question as to the liability of the owner when the car at the time of the injury was being driven by a member of his family, see 2 VA. L. REV. 189.

MECHANICS' LIENS—RIGHT OF ARCHITECT TO LIEN.—A statute provided that whoever contributed to the improvement of real estate by performing labor or furnishing skill for the erection of a building thereon, should have a lien upon such improvement and upon the land for the value of the services contributed. An architect contracted to furnish plans and specifications for a building and to superintend the construction. The plans and specifications were furnished, but no actual work of construction was performed. *Held,* the architect was entitled to a lien on the land for the value of the services actually rendered. *Lamoreaux* v. *Andersch* (Minn.), 150 N. W. 908.

While there is conflict in the older decisions, the weight of modern authority holds that statutes creating mechanics' liens should be liberally construed, but that the petitioner must bring himself substantially within the provisions of such statutes. *Chauncey* v. *Dyke* (C. C. A.), 119 Fed. 1; *Lays* v. *Hurley* (Mass.), 103 N. E. 52. There must be a substantial and permanent improvement. *Wheeler* v. *Pierce,* 167 Pa. St. 416, 31 Atl. 649, 46 Am. St. Rep. 679; *Southern Ill. Contracting Co.* v. *Launtz,* 169 Ill. App. 87. Thus, it was held that a lien would not lie for labor per-

formed in tearing down old buildings, as there was no improvement. *Holzhour* v. *Meer*, 59 Mo. 434.

By the overwhelming weight of authority, an architect who draws plans and specifications for a building and also superintends the construction is entitled to a lien. *Freidlander* v. *Tainter*, 14 N. D. 393, 104 N. W. 527, 116 Am. St. Rep. 697; *Gould* v. *McCormick*, 75 Wash. 61, 134 Pac. 676, 47 L. R. A. (N. S.) 765. But it seems that a lien will not attach for merely drawing plans and specifications, although the building is erected in accordance therewith, and the weight of authority so holds. *Mitchell* v. *Packard*, 168 Mass. 467, 47 N. E. 113, 60 Am. St. Rep. 404. Likewise, under a similar statute, where labor and materials were furnished in making moulds by which to construct a ship. *Ames* v. *Dyer*, 41 Me. 397. It follows that when the plans and specifications are abandoned and the building is not erected the architect is not entitled to a lien, and the few cases reported so hold with practical unanimity. *Foster* v. *Tierney*, 91 Iowa 253, 59 N. W. 56, 51 Am. St. Rep. 343; *Thompson-Starrett Co.* v. *Brooklyn, etc., Co.*, 111 App. Div. 358, 98 N. Y. Supp. 128.

REAL PROPERTY—HUSBAND AND WIFE—TENANCY IN COMMON.—A husband as grantor conveyed a homestead to himself and his wife jointly, as grantees, the survivor to have full ownership. *Held*, the deed creates a tenancy in common. *Wright et al.* v. *Knapp et al.* (Mich.), 150 N. W. 315.

At common law a conveyance to a man and his wife created an estate by entireties because of their unity. MINOR, REAL PROPERTY, § 907; 2 BL. COM. 182. The doctrine of the unity of husband and wife was so strictly adhered to that it was held that where a conveyance is made to a man and his wife and a stranger as joint tenants, the man and his wife together take only one share, and the other share goes to the stranger. 4 KENT COM. 363.

In feudal times joint tenancies were much favored by the law, because they tended to strengthen the feudal system. But with the decline of the feudal system the policy of the courts changed to such a degree as to regard joint tenancies as odious, preferring tenancies in common. 2 BL. COM. 180, note. Tenancy by entireties is governed by much the same principles that control a joint tenancy. In one aspect it may be said to be a joint tenancy, modified by the common law principle that the husband and wife are but one person. MINOR, REAL PROPERTY, § 907. From this it would be expected that the courts would look with disfavor upon a tenancy by entireties and would endeavor to avoid an interpretation which would create such an estate. But such does not seem to be the case. Where a deed gave an undivided one-half interest in land to the husband, and an undivided one-half interest to the wife, a tenancy by entireties was created. *Wilson* v. *Frost*, 186 Mo. 311, 85 S. W. 375, 105 Am. St. Rep. 619. It is held that a statute, declaring that a conveyance to two or more persons shall be construed to be a tenancy in common unless specifically declared to be a joint tenancy, does not refer to a tenancy by entireties, which remains as at common law. *Price* v. *Pestka*, 54 App. Div. 59, 66 N. Y. Supp. 297; *Good-*